

1. This action is dismissed in its entirety without prejudice.
2. The Court retains jurisdiction solely to enforce the Settlement Agreement. Either party may file a motion to enforce the Settlement Agreement any time before August 1, 2016.
3. Unless enforcement proceedings are pending, this case will be treated for all purposes as dismissed with prejudice after August 1, 2016, without further order of Court.

4. This Stipulation may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall be deemed one and the same instrument. Facsimile signatures shall operate as originals for purposes of this Stipulation.

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SO ORDERED:

THE HONORABLE JOHN T. CURTIN
SENIOR UNITED STATES DISTRICT JUDGE
WESTERN DISTRICT OF NEW YORK